

**CAPITAL IMPROVEMENTS  
FOR  
CITY OF SAN DIEGO  
ENGINEERING AND CAPITAL PROJECTS**

**SECOND AMENDMENT TO  
AGREEMENT**

**FOR  
SAN DIEGO MAIN LIBRARY**

**CITY OF SAN DIEGO  
AND A JOINT VENTURE BETWEEN  
ROB WELLINGTON QUIGLEY ARCHITECTS, INC., AND  
TUCKER SADLER NOBLE CASTRO ARCHITECTS, INC.**

# **SECOND AMENDMENT TO AGREEMENT BETWEEN THE CITY OF SAN DIEGO AND A JOINT VENTURE BETWEEN TUCKER SADLER NOBLE CASTRO ARCHITECTS, INC. AND ROB WELLINGTON QUIGLEY ARCHITECTS, INC. FOR CONSULTING SERVICES**

THIS Second Amendment to Agreement is made and entered into between the City of San Diego, a municipal corporation, and a joint venture between Tucker Sadler Noble Castro Architects, Inc., [Tucker] and Rob Wellington Quigley Architects, Inc. [Quigley] [Joint Venture] for the Joint Venture to provide Professional Services to the City on San Diego New Main Library [Project].

## **RECITALS**

A) On September 26, 2000, the City and Rob Wellington Quigley, FAIA entered into an Agreement to provide professional services for the San Diego New Main Library, the original of which is on file in the office of the City Clerk as Document No. C-10303.

B) On October 2, 2000, the City and Rob Wellington Quigley, FAIA entered into a First Amendment to Agreement to provide Professional Services for the San Diego New Main Library, the original of which is on file in the Office of the City Clerk as Document No. RR-293901.

C) The City wants to retain the services of a professional architectural firm to provide architectural/engineering services [Professional Services].

D) The Joint Venture has the expertise, experience and personnel necessary to provide the Professional Services for the Project.

E) The City and the Joint Venture [Parties] want to enter into a Second Amendment to Agreement [Second Agreement] whereby the City will retain the Joint Venture to provide, and the Joint Venture shall provide, the Professional Services for the Project.

In consideration of the above recitals and the mutual covenants and conditions set forth, herein, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby set forth their mutual covenants and understandings as follows:

### **Section 1.1**

DELETE "Scope of Services [Exhibit A]" and INSERT "Scope of Services for the Agreement [Exhibit A] and Scope of Services for the Second Amendment to the Agreement [Exhibit A1]."

DELETE "\$685,000" and INSERT "\$1,685,000."

DELETE “[Exhibit B]” and INSERT “[Exhibit B1].”

DELETE “[Exhibit C]” and INSERT “[Exhibit C1].”

DELETE “[Exhibit D]” and INSERT “[Exhibit D1].”

### **Section 3.1**

DELETE “\$685,000” and INSERT “\$1,685,000.”

### **Section 3.3**

DELETE “\$175,000” and INSERT “\$298,153.”

### **Section 4.3.1.3**

DELETE “Architects and Engineers Professional Liability. Not applicable.”

INSERT

**4.3.1.3Architects & Engineers Professional Liability.** For all of the Joint Venture employees who are subject to this Agreement, the Joint Venture shall keep in full force and effect, errors and omissions insurance providing coverage for professional liability with a combined single limit of \$2 million per claim and \$5 million annual aggregate. The Joint Venture shall ensure both that (1) this policy retroactive date is on or before the date of commencement of the Project; and (2) this policy has a reporting period of three years after the date of completion or termination of this Second Amendment. The Joint Venture agrees that for the time period defined above, there will be no changes or endorsements to the policy that increases the City’s exposure to loss.

## **ARTICLE IX - ASSIGNMENT**

### **9.1Assignment and Indemnity.**

**9.1.1 Original Agreement.** With reference to that certain Agreement filed as Document No. C-10303 on file with the City Clerk, between Rob Wellington Quigley, FAIA and the City of San Diego for Professional Services.

**9.1.2 Assignment.** Rob Wellington Quigley FAIA hereby grants, assigns and sets over unto the Joint Venture all of Rob Wellington Quigley, FAIA’s right, title and interest in, to an under, the Agreement, and all the benefits, liabilities and obligations therein.

**9.1.3 Assumption.** Joint Venture hereby accepts the Assignment of the Agreement for San Diego New Main Library on file in the office of the City Clerk as Document No. C-10303.

IN WITNESS WHEREOF, this Second Amendment to Agreement is executed by the City of San Diego, acting by and through its Engineering and Capital Projects Director, pursuant to Resolution No. \_\_\_\_\_ authorizing such execution, and by the Joint Venture.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2001.

THE CITY OF SAN DIEGO

By \_\_\_\_\_  
Engineering and Capital Project Director

Frank Belock,

We HEREBY CERTIFY we can legally bind The Joint Venture between Rob Wellington Quigley, Architects Inc. and Tucker Sadler Noble Castro Architects, Inc. and that We have read all of this Agreement, this \_\_\_\_\_ day of \_\_\_\_\_, 2001.

By \_\_\_\_\_  
Rob Wellington Quigley  
Title: President

By \_\_\_\_\_  
Arturo M. Castro  
Title: \_\_\_\_\_ President

I HEREBY APPROVE the form and legality of the foregoing Agreement this \_\_\_\_\_ day of \_\_\_\_\_, 2001.

CASEY GWINN, City Attorney

By \_\_\_\_\_

Deputy City

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## Exhibit A1

**Scope of work for Second Amendment to Agreement  
SAN DIEGO NEW MAIN LIBRARY  
ARCHITECTURAL SCOPE OF SERVICES  
13 July 2001**

- 1. Summary**
  - 1.1** It is the general intent of this Scope of Services for the Design of the San Diego Main Library to describe the full range of the design and construction phase services which will be delivered by Design Team to the City of San Diego. For purposes of this document, the Design Team's services consist of those services performed by the Architect, the Architect's employees and the Architect's consultants and engineers.
  - 1.2** This scope of services is based on the design, bid and construction administration services required to build the San Diego Main Library as described in the latest copy of the Library Program. The Design Team's services described herein are wholly dependent upon the fully documented building program approved by the City of San Diego, up-dated geotechnical information and survey information of the utilities surrounding the site.
  - 1.3** Basic services to be performed by the Design Team shall include architecture, structural, mechanical, plumbing, electrical, telecommunications, civil engineering, cost estimating, specifications, acoustician, vertical transportation (elevator/escalator), architectural landscaping, finish hardware, audio visual, security, roofing/waterproofing, code consultant (will need for Board of Appeal cases), fire protection, signage, specialty lighting, daylighting, dry utilities, library planning, ADA Consultant and Curtain Wall consultant.

**B) Project Management**

Tucker Sadler Noble Castro Architects, Inc. will provide project management leadership for the Design Team, and will be responsible for coordinating the tasks for which it has been contracted. Rob Wellington Quigley, Inc. will provide design leadership for the design team. The two architectural firms under a joint venture agreement will enter into a single agreement with the City of San Diego, and will in turn hold sub-consultant agreements with the subconsultant team members. The Joint Venture Agreement is subject to review and approval by the City.

**Scope of work for Second Amendment to Agreement  
SAN DIEGO NEW MAIN LIBRARY**

The Project Management tasks will include:

- 2.1** Contracting with sub-consultants. The City is to review and participate in the development of the scope of services for each discipline.
- 2.2** Task assignment, scheduling, and design schedule updates.
- 2.3** Invoicing
- 2.4** Establish communication protocols
- 2.5** Documentation of Design Team/City Representative meetings
- 2.6** Documentation of Design Team/Users meetings
- 2.7** Documentation of meetings with other Agencies
- 2.8** Design decision

tracking log 2.9 Documentation of sub-consultant coordination meetings 2.10  
Establishing and administering Quality Assurance procedures 2.11  
Coordinating design and technical features of the project 2.12 Planning and  
scheduling meetings with the City of San Diego Project Manager. 2.13 Code  
reviews and approvals process 2.14 Presentations to User's

**C) Schematic Design Phase:(Seven Months)**

3.1 Attend scheduled Architect/Client meetings. 3.2 Attend scheduled meetings  
with users for review of functional design  
issues. 3.3 Code study and review  
3.4 Coordination meetings with sub-consultants. 3.5 Provide information to  
Cost Consultant and review estimates. 3.6 Development of schematic floor and roof  
plans showing over all building dimensions, room names and numbers, and net room  
area.  
Development of building sections showing floor height relationship. 3.7  
Development of exterior building elevations showing proposed materials and facade  
articulation. 3.8 Preparation of layout studies for stacks, etc. 3.9 Preparation of  
color boards for proposed exterior materials and finishes. 3.10 Preparation of study  
sketches. 3.11 Submit required deliverables for Client review and approval, and  
approval to commence with the Design Development Phase.  
3.12 Preparation and submission of updated cost estimate.  
3.13 Preparation of preliminary analysis for Title 24 compliance with goal to exceed  
requirements where and if feasible.

**Scope of work for Second Amendment to Agreement  
SAN DIEGO NEW MAIN LIBRARY**

3.14 Incorporate modifications in response to comments from CCDC on the 35%  
partial schematic design documents.

**D) Design Development Phase: ( Not included in this contract.)**

**E) Construction Document Phase: (Not included in this contract.)**

**F) Bidding Phase: (Not included in this contract.)**

**G) Construction Administration Phase: (Not included in this contract.)**

**NOTE: The scope shall include addressing the list of comments prepared by the City  
Development Consultant, Steinmann Facility Development Consultants dated July 9<sup>th</sup>, 2001**

**SAN DIEGO NEW MAIN LIBRARY  
STRUCTURAL ENGINEERING SCOPE OF SERVICES  
SCHEMATIC DESIGN PHASE (7-MONTHS)**

**July 15, 2001**

- 1. Determine structural provisions of applicable building codes and design criteria required by structural engineer to perform the design.**
- 2. Provide study and advice on selection of systems, materials, and constructability of the structural system including alternative designs for cost study by Cost Estimator.**
- 3. Review both the initial results of the geotechnical studies and any other special studies to evaluate the effects on various structural alternatives, in addition to assisting in establishing criteria for the geotechnical consultant and other consultants as necessary.**
- 4. Selection of the final structural system shall be a design team decision based on the preliminary structural design concepts developed.**
- 5. Re-evaluate foundation design criteria established in previous phase.**
- 6. Meetings with design team as required.**
- 7. Meeting with architect to review structural schemes.**
- 8. Prepare preliminary list of items which will required special inspection.**
- 9. Meet with cost estimator for review and discussion of structural system and cost.**
- 10. Prepare and submit schematic foundation and framing plans, including outline specifications – two submittals required to City.**
- 11. Address structural related items in list of comments prepared by the City Development Consultant, Steinmann Facility Development Consultants dated July 9<sup>th</sup>, 2001**

**Scope of work for Second Amendment to Agreement  
SAN DIEGO NEW MAIN LIBRARY  
MECHANICAL ENGINEERING SCOPE OF SERVICE  
SCHEMATIC DESIGN PHASE (7 MONTHS)  
July 15, 2001**

- 1. Meet with design team as required.**
- 2. Assist architect by providing room size requirements for mechanical systems, and minimum clearances above ceilings.**
- 3. Meet with “Green” Consultant for applicable criteria for systems.**
- 4. Meet and coordinate with Fire Alarm and Fire Protection System Consultants.**
- 5. Provide space criteria for mechanical system in below grade parking structure.**
- 6. Verify and document applicable codes for project.**
- 7. Meet with City of San Diego Utilities Department to research capacity of utilities in the area.**
- 8. Meet with and provide sufficient information for Cost Estimator, review estimates.**
- 9. Meet with SDG&E to research design criteria for most current “energy efficient” design program, and coordinate with Electrical/Lighting Consultant.**
- 10. Meet with architect to review and discuss proposed systems.**
- 11. Coordinate with Civil and Dry Utilities Consultants for location of connection points for service utilities, and required capacities.**
- 12. Prepare and submit schematic layout of ductwork for parking garage and each floor above, including outline specifications – two submittals required to City.**
- 13. Address mechanical related items in list of comments prepared by the City Development Consultant, Steinmann Facility Development Consultants dated July 9<sup>th</sup>,**

**2001**

**SAN DIEGO NEW MAIN LIBRARY  
ELECTRICAL/SPECIALTY LIGHTING ENGINEERING SCOPE OF SERVICE  
SCHEMATIC DESIGN PHASE (7 MONTHS)**

**July 15, 2001**

- 1. Develop narrative description of system options for the architectural scheme.**
- 2. Assist architect by providing room size requirements and location for electrical equipment.**
- 3. Meet with design team as required.**
- 4. Provide space criteria for electrical equipment in parking structure below grade and for each floor level above..**
- 5. Meet and coordinate with “Green” Consultant.**
- 6. Meet and coordinate with Fire Alarm System Consultant, and Security System Consultants.**
- 7. Meet and provide sufficient information for Cost Estimator, review estimates.**

**Scope of work for Second Amendment to Agreement  
SAN DIEGO NEW MAIN LIBRARY**

- 8. Meet with SDG&E to research current design criteria for “energy efficient” design program, and coordinate with Mechanical and Dry Utilities Consultants..**
- 9. Meet with architect to review and discuss proposed systems, lighting, etc.**
- 10. Produce lighting programming documents showing specific light level recommendations.**
- 11. Coordinate site lighting with Landscape Architect.**
- 12. Provide final narrative report of proposed electrical systems, lighting, etc. for the architectural scheme.**
- 13. Prepare and submit schematic electrical drawings consisting of lighting layout for each level including site, and outline specifications – two submittal required to City.**
- 14. Address those electrical items in list of comments prepared by the City Development Consultant, Steinmann Facility Development Consultants dated July 9<sup>th</sup>, 2001**

**SAN DIEGO NEW MAIN LIBRARY  
COST ESTIMATOR SCOPE OF SERVICE  
SCHEMATIC DESIGN PHASE (7 MONTHS)**

**July 15, 2001**

- 1. Using recently completed cost estimate, prepare one interim and one final schematic design estimate.based on final schematic design.**
- 2. Meet with architect and consultants to review schemes.**
- 3. Meet with City Project Manager to review cost estimate.**
- 4. Address cost related items in list of comments prepared by the City Development Consultant, Steinmann Facility Development Consultants dated July 9<sup>th</sup>,2001**



**SAN DIEGO NEW MAIN LIBRARY  
GEOTECH ENGINEER SCOPE OF SERVICE  
SCHEMATIC DESIGN PHASE (7 MONTHS)**

**July 15, 2001**

- 1. Meet with structural engineer and confirm any additional information required in report.**
- 2. Prepare final geotech soils report.**

**Scope of work for Second Amendment to Agreement  
SAN DIEGO NEW MAIN LIBRARY  
ELEVATOR CONSULTANT SCOPE OF SERVICES  
SCHEMATIC DESIGN PHASE (7 MONTHS)**

**July 15, 2001**

- 1. Provide cost information to Cost Estimator based on previously issued vertical transportation analysis..**

**SAN DIEGO NEW MAIN LIBRARY  
CIVIL ENGINEERING SCOPE OF SERVICES  
SCHEMATIC DESIGN PHASE (7 MONTHS)**

**July 15, 2001**

- 2. Prepare site plan showing property lines, existing and future curb lines, grade elevations, contours at one-foot intervals, etc, for project site using the information prepared by other consultants on the Ballpark project. City of San Diego will arrange for obtaining required information. Information should include location of utility connections.**
- 3. Coordinate with Plumbing Consultant for location of points of connection, proposed water meter and irrigation meter location.**
- 4. Meet with City of San Diego Fire Department to identify location of any required fire hydrants.**
- 5. Coordinate with Dry Utilities Consultant.**
- 6. Coordinate with Landscape Architect for on site grades and drainage concepts.**
- 7. Meet with architect to coordinate and review information.**
- 7. Prepare and submit conceptual grading, site utilities and off-site improvement plans, including outline specifications – two submittals required to City.**

**SAN DIEGO NEW MAIN LIBRARY**

**FIRE ALARM SYSTEM SCOPE OF WORK  
SCHEMATIC DESIGN SYSTEM (7 MONTHS)  
July 15, 2001**

1. Develop narrative description of options for fire alarm system for the architectural scheme with detail information regarding required devices..
2. Assist architect by providing room size requirements for the system.
3. Meet with design team as required.

**Scope of work for Second Amendment to Agreement  
SAN DIEGO NEW MAIN LIBRARY**

4. Provide HVAC criteria to Mechanical Engineer.
5. Provide interface information to Electrical and Fire Protection Consultants with respect to fire alarm system.
6. Provide sufficient information for Cost Estimator, review estimates.
7. Provide final narrative report for fire alarm system for the architectural scheme.
8. Two submittals required to City.

**SAN DIEGO NEW MAIN LIBRARY  
LANDSCAPE ARCHITECT SCOPE OF WORK  
SCHEMATIC DESIGN PHASE (7 MONTHS)  
July 15, 2001**

1. Develop conceptual landscape plan for architectural scheme using Ballpark District guidelines, and standards and material as identified by CCDC.
2. Meet and coordinate with Architect, Civil, and Plumbing Consultants.
3. Meet and review conceptual design with City Project Manager and CCDC.
4. Provide sufficient information to Cost Estimator, review estimate.
5. Prepare and submit conceptual architectural planting and irrigation plans – two submittals required..

**SAN DIEGO NEW MAIN LIBRARY  
CODE CONSULTANT SCOPE OF SERVICES  
SCHEMATIC DESIGN PHASE (7 MONTHS)  
15 July 2001**

1. Conduct code review of current set of architectural plans with specific attention to exiting requirements, and occupant loads.
2. Prepare documentation for Board of Appeal cases. This shall include submission of application and presentation to Board.

**SAN DIEGO NEW MAIN LIBRARY  
ADA SCOPE OF SERVICES**

## **SCHEMATIC DESIGN PHASE (7 MONTHS)**

**15 July 2001**

- 1. Review architectural plans for ADA issues.**
- 2. Advice as necessary regarding ADA issues.**

### **Scope of work for Second Amendment to Agreement**

#### **SAN DIEGO NEW MAIN LIBRARY**

#### **PARKING SCOPE OF SERVICES**

### **SCHEMATIC DESIGN PHASE (7 MONTHS)**

**15 July 2001**

1. Review parking layout in parking garage and advice on efficiency of layout.

#### **SAN DIEGO NEW MAIN LIBRARY**

#### **DRY UTILITIES SCOPE OF SERVICES**

### **SCHEMATIC DESIGN PHASE (7 MONTHS)**

**15 July 2001**

2. Document location of all off-site utilities.
3. Coordinate with Civil, Electrical, Fire Protection, and Mechanical Consultants for location of connection points and required loads.
4. Meet and coordinate with SDG&E, Cable and Telephone Company.
5. Assemble and coordinate information from Ballpark infrastructure work.
6. Prepare and provide cost information to Cost Estimator.
7. Meet and coordinate with Architect and City Project Manager.
8. Prepare and submit conceptual drawings – two submittals required to City.

**List of comments prepared by the City Development Consultant, Steinmann Facility Development Consultants dated July 9<sup>th</sup>, 2001**

### **Schematic Design Scope of Work**

The following specific tasks must be completed along with further evolution and finalization of the schematic design for the proposed facility and the initiation of critical design development details for selected areas:

1. Resolve CCDC issue regarding garage entrance.
2. Resolve CCDC issue regarding width of sidewalk.
3. Resolve relocation of existing sewer or secure approval to leave in place.
4. Resolve with all code-review parties, exiting from the Special Events Center at the top of the building concurrent with normal operations of the Library.
5. Complete the simulation study to determine Title 24 compliance, evaluate alternative day-lighting schemes, and evaluate alternative glazing systems and curtain wall.

### **Scope of work for Second Amendment to Agreement**

## **SAN DIEGO NEW MAIN LIBRARY**

6. Confirm elevator cycle time and handling capacity for both initial and long-term Library occupancy and initial office occupancy and confirm elevator size and quantity.
7. Perform value-engineering cost studies as requested by the City. For example:
  - Savings that might be applicable if interior columns are drywalled as opposed to finished in pre-cast concrete. An option would be a natural sacked finish, possibly round columns; and
  - The cost premium for the exposed ceiling as opposed to an architecturally coffered and combination of drywall and acoustical ceiling with pendent lights.
1. Review and resolve whether the dome is wood or metal and evaluate weight and cost of alternative metals. Obtain a fairly detailed cost estimate from an appropriate manufacturer/installer with possible assistance from a construction management entity that would be funded by the City.
2. Confirm the maximum reduction in slab-to-slab height and cost savings associated with this accepted VE idea.
3. Confirm the calculation of the number of restroom fixtures required, survey the use of restrooms in other similar libraries if the code is not absolutely specific regarding fixture requirements.
4. Survey use of high-technology computer terminals in at least one recently completed, similar library that has incorporated a high degree of technology. This could be a self-administered survey by library personnel in other cities or could require the Library to send a junior analyst to conduct one-day's research in each of three different locations or it could be completed under Jim Steinmann's contract.
5. Study the use of indirect lights in typical bays, document light levels, shading, and cost alternatives.
6. Evaluate use of pre-cast versus cast-in-place concrete in various applications throughout the building and identify cost impact of those options.
7. Eliminate suspended elevator pits in the garage. This will probably reduce the number of parking spaces slightly.

## **Scope of work for Second Amendment to Agreement SAN DIEGO NEW MAIN LIBRARY**

8. Use shot-crete, 12" thick concrete (as opposed to 18"), or CMU in lieu of concrete on garage walls if permitted by the structural engineer.
9. Value engineer the 5-foot deep mat foundation as proposed.
10. Use overhead chain-link drop down garage doors as opposed to solid doors.
11. Use wood veneer as opposed to solid wood doors, applied to 5 doors.
12. Eliminate the roll-down door at check-in unless absolutely requires for security.
13. Transfer computer station/carrels to FF&E.
14. What are OPAC Terminals? There are 100 at \$3,500 each. Is it part of the FF&E budget of \$10 million? Define ASAP!

15. Simplify the black-out drapes by 50%. Use mechanical shades or similar.
16. Use acoustical ceiling in 80% of the ceiling space in restrooms.
17. Simplify and/or reduce the exterior light shelf, which is allocated \$30 per square foot for 20,420 SF. Consider a single-piece installation as opposed to a built-up cross section with a goal of simplifying or reducing the quantity and producing a savings.
18. Consider exposed columns or drywall as opposed to pre-cast on columns.
19. In locations where there is pre-cast on both sides (inside and outside) of the perimeter, consider using drywall on the interior surface.

## **EXHIBIT B1**

### **COMPENSATION SCHEDULE**

#### **FIXED FEE**

A fixed fee of (\$1,386,847.00), one million, three hundred and eighty six thousand, eight hundred and forty seven dollars will be paid for the professional services described in Exhibits "A" and "A1" (Scope of Services).

The City makes no representation or commitments to future contracts, additional services or additional work not specifically identified in this agreement.

#### **ADDITIONAL SERVICES**

If the City requires additional services due to major changes in the scope of the Project; major revisions ordered by City to previously approved documents; or other services ordered by the Project Manager as described below, Consultant shall be paid additional sums as agreed by the Consultant and Project Manager. Such sums shall be either lump sum or for the actual hours worked based on the hourly costs as listed in Exhibit "C1," and such other expenses as may be required. Such other expenses of services shall only be incurred with prior approval, in writing, from the Project Manager. The aggregate amount paid to Consultant for additional services shall not exceed (\$298,153.00), two hundred and ninety eight thousand, one hundred and fifty three dollars.

## **EXHIBIT C1**

### **FEE SCHEDULE**

Rob Wellington Quigley

Hourly Rates:

Principal	\$180 / hour
Project Architect / Manager	\$135 / hour
Project Architect / Designer	\$135 / hour
Project Architect	\$110 / hour
Senior Designer / Drafter	\$100 / hour
Drafter	\$75 / hour
Junior Drafter	\$65 / hour
Model Maker	\$55 / hour
Graphics	\$65 / hour
Administrative	\$45 / hour

Tucker Sadler Noble Castro Architects, Inc

Hourly Rates:

Principal	\$180 / hour
Associate Principal	\$125 / hour
Project Designer Level 3	\$110 / hour
Project Designer Level 2	\$100 / hour

Project Designer Level 1 \$85 / hour

Job Captain Level 2 \$70 / hour

Job Captain Level 1 \$65 / hour

CAD Operator \$55 / hour

CAD Manager \$85 / hour

Marketing Assistant \$60 / hour

Bookkeeper \$75 / hour

Clerical \$50 / hour

## **EXHIBIT D1**

### **TIME SCHEDULE**

- 1) Consultant shall provide this phase of design study and preliminary cost estimate by February 28, 2002.